OSTER Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771 301-253-6040

1-095A001

April 5, 1991

10021-A

APR 5 1991 -6 40 AM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee Recordations Unit Interstate Commerce Commission 12th & Constitution Avenue, N.W. Washington, D.C. 20423

Dear Ms. Lee:

Please find enclosed a Supplemental Agreement dated June 1, 1981, which terminates ICC Recordation #10021, a Security Agreement between the following parties:

Secured Party: Mercantile National Bank at Dallas

Dallas, TX

Debtor:

Wayne Harbin Houston, TX

The Note, dated December 2, 1980, (original Note was dated 12/29/78 with several renewals) was paid in full on June 1, 1981, as indicated by the attached documents. The equipment involved in this transaction is listed on Exhibit A. Please file this agreement as ICC Recordation #10021-A. The filing fee of \$15 is enclosed.

Thank you for your assistance.

Sincerely,

May

Mary Ann Oster

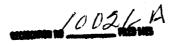
Research Consultant

Enclosures

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INTERSTATE COMMITTED COMMISSION

1		36-3487405-0-850300		D. HARBIN	
	MERCANTILE	COMMERC	CIAL NOTE		
	NATIONAL BANK AT DALLAS			December	2, 80
	FOR VALUE RECEIVED, I, WE, OR EITHER (OF US, PROMISE TO PAY TO THE O	RDER OF MERCANTILE N	ATIONAL BANK AT DALLA	S ("BANK") AT ITS BANKIN
	TWO HUNDRED FIFTY THOUSA	DAYS ND AND NO/100	AFTER DATE THE SUM OF	\$ 250,000.00	
		D A TOP		WING ANNUAL RATE OF INTERES	T (WHICHEVER IS SHECKER)
•	WITH INTEREST THEREON PROM		fluctuat-	Annual rate of interes	F (WHICHEVER IS CHECKED):
	Fixed Rate	Bank + ½ Prime	% ing with prime	monthly* quarterly*	
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	INTEREST AT THE HIGHEST LAWFUL CONTRACT R EACH OF THE MAKERS, SURETIES, ENDOR: COLLECTION: (II) CONSENTS WITHOUT FURTHER I	SERS AND GUADANTODE OF THIS	NOTE MERCRY (I) WAIVES	ALL NOTICES, PRESENTMENT.	PROTEST AND DILIGENCE I
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	Houston	77027	WAYNE	ARBINZ	
	DUE 6-1-81 PHONE	713-877-8040	DALLAS	, TEXAS	
	DUEPHONE		 		
	F-2 REV. 576				
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			MY COMMISSION	EXPIRES R-20-04	Sauce
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	MERCANTILE	260302 COMMERC	HARBIN, WA	YNE D.	
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EXHIBIT A
RAILWAY EQUIPMENT

RIMX No.	Gallon Capacity	Tyre	Lessee
2282	23,500	111A100W3	Atlas Processing
2283	23,500	111A100W3	Monsanto
2284	23,500	111V100M3 ·	Swn.Oil
2285	23,500	111A100W3	Borden
2286	23,500	111A100W3	Reilly Tar
2287	23,500	111A100W3	Gulf Oil
228\$	23,500	111A100W3	Gulf Qil
2289	23,500	111A100W3	Gulf Oil
2290	23,500	111A100W3	Shell Oil
2291	23,500	111A100W3	Mobay
3888	34,000	105A300W	Philipp Brothers
3889	34,000	105A300W	Philipp Brothers
3890	34,000	105A300W	Philipp Brothers
3891	34,000	105A300W	Philipp Brothers
12674	23,500	111A100W3	Cosden
12675	23,500	111A100M3	Cosden
12676	23,500	111A100W3	Cosden
12677	23,500	111A100W3	Cosden
12678	23,500	111V100M3	Cosden
12679	500و 23 ،	111A100W3	Cosden
12680	23,500	111A100W3	Cosden
12681	23,500	111A100W3	Cosden
12682	23,500	111VJ00M3	Cosden
12683	23,500	111V100A3	Cosden
Nih	scribed	to me the	is 3rd hand 6

Sworn and subscribed to one this 3rd day of april 1991

This is a true copy of the original Jeannette H Suth

NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES 8-20-94

Interstate Commerce Commission Washington, **B.C.** 20423

4/5/91

OFFICE OF THE SECRETARY

Mary Ann Oster

Research Consultant

Oster Research ing Services

12897 Colonial Dr.

MT Airy MD. 21771

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on , and assigned 4/5/91 8:40am recordation number(s). 10021-A

Sincerely yours,

Sidney L. Strickland, Jr. Secretary

Kelevae

Zannetu N Suttle

10021-A APR 5 1991 -8 <u>40</u> AM INTERSTATE COMMISSION

532 690 3487405 260301 HARBIN, WAYNE D. CMF MERCANTILE **COMMERCIAL NOTE** NATIONAL BANK AT DALLAS JUNE 29 , 79 . MERCANTILE NATIONAL BANK AT DALLAS ("BANK" 182 DAYS FOUR HUNDRED THOUSAND AND NO/100 R DATE daily fluctuat-*on 10.5_% OR Bank ing with monthly* **Fixed Rate** quarterly* Prime prime AT MATURITY T PAYABLE HIGHEST LAWFUL CONTRACT RATE UNTIL PAID, IN NO EVENT SHALL INTEREST EXCEED THE AMOUNT THEN OWING HEREON) AS ATTORNEYS' OR COLLECTION FEES COLLECTED THROUGH BANKRUPTCY, PROBATE, OR OTHER JUDICIAL PROCEEDINGS NOTE AND ALL OF SUCH PERSON'S OTHER LIABILITIES TO THE HOLDER, ALL MONEY HOLDER MAY, AT ITS OPTION AND WITHOUT NOTICE TO ANY PERSON INTEREST OR PRINCIPAL WHEN DUE OR IF AT ANY TIME THE HOLDE LAWS OF TEXAS SHALL GOVERN THIS NOTE.

Sworn and subscribed to me this 3rd day of april 1991

This is a true copy of the original,

JEANNETTE H. SUTTLE

WARNETTE

77027

1700 WEST LOOP SOUTH, SUITE 1500

HOUSTON, TEXAS

12-28-79

NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES 8-20-94

APR 5 1991 -8 40 AM

INTERSTATE COMMERCE COMMISSION

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•	WITH INTEREST THEREON FROM	DATE	<u> </u>	_TO MATURITY				REST (WHICHEVE	ER IS CHECKED):
	\[\frac{10'\2}{\pi} \gamma	OR 🗆	Bank +	%	fluctuat- ing with	daily mont		on	
j	Fixed Rate	AT MATU	Prime		prime		terly*		
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	EACH OF THE MAKERS, SURET COLLECTION; (II) CONSENTS WITHOU	IES, ENDORSERS, AND T further notice to a	GUARANTORS OF THE Any Renewals, exte	IS NOTE HERE Ensions, defe	BY (I) WAIVES Rrals or Part	ALL NOTICES	, PRESENTM , EITHER BI	ENT, PROTEST A Fore or after	ND DILIGENCE IN MATURITY; (III)
	AGREES TO PAY JOINTLY AND SEVE (10%) OF THE AMOUNT THEN OWING COLLECTED THROUGH BANKRUPTCY,	HEREON) AS ATTORNEYS	' OR COLLECTION FE	ES IF THIS NO	TE IS PLACED	IN THE HANDS	F AN ATTOR	NEY FOR COLLEC	TION, OR IF IT IS
	NOTE AND ALL OF SUCH PERSON'S OF Holder May, at its option and	THER LIABILITIES TO TH WITHOUT NOTICE TO A	IE HOLDER, ALL MON Ny person, accele	EY OR PROPER	TY IN THE HOLI	DER'S POSSESS IS NOTE IF DI	ION HELD FO	R OR OWED TO ST	UCH PERSON. THE
	INTEREST OR PRINCIPAL WHEN DUE LAWS OF TEXAS SHALL GOVERN THIS	OR IF AT ANY TIME	THE HOLDER SHALL	DEEM ITSELF	INSECURE, HOL	DER'S RIGHTS.	AND REMEDI	ES HERE WANTE	MULATIVE. THE
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